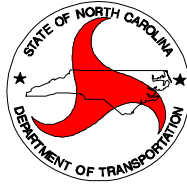


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 6 - DISTRICT 3

CONTRACT PROPOSAL

SMALL BUSINESS ENTERPRISE

| | | | |
|--------------|-------------------------------|----------|----------|
| WBS NUMBER: | | BLADEN | COLUMBUS |
| | PRIMARY: | 6.100920 | 6.102420 |
| | SECONDARY: | 6.200911 | 6.202411 |
| ROUTE: | VARIOUS | | |
| COUNTY: | BLADEN & COLUMBUS | | |
| DESCRIPTION: | GUARDRAIL MAINTENANCE | | |
| BID OPENING: | FEBRUARY 1, 2012 - 10:00 A.M. | | |

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

RETURN BIDS TO:

**TOM HAY, DIVISION PROPOSALS ENGINEER
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
558 GILLESPIE STREET
FAYETTEVILLE, NC 28301**

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INSTRUCTIONS TO BIDDERS

**PLEASE READ ALL INSTRUCTIONS CAREFULLY
BEFORE PREPARING AND SUBMITTING YOUR BID.**

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by NC DOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
8. **Bids submitted by corporations shall bear the seal of the corporation on the W-9 and the Bid forms.**
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **The Proposal with the Bid Sheet still attached shall be placed in a sealed envelope and shall have been delivered to and received in the Division Proposals Engineer's Office at 558 Gillespie Street, Fayetteville, NC, 28301, by 10:00 a.m. on Wednesday, February 1, 2012. If bids are mailed or sent by special delivery, the Contractor shall be responsible for verifying that the bid has actually been received in the NCDOT Division Proposals Engineer's Office prior to the bid deadline. NCDOT shall not be responsible for bid packages that do not arrive in our office on time. Bid packages arriving after the official deadline shall not be considered responsive, and shall be returned to the Contractor unopened.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**GUARDRAIL MAINTENANCE
DISTRICT 3
FEBRUARY 1, 2012**

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**TOM HAY, DIVISION PROPOSALS ENGINEER
NCDOT – DIVISION 6
P.O. BOX 1150
FAYETTEVILLE, NC 28302**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. NC DOT reserves the right to reject all bids.

DIVISION CONTRACT

General Provisions

GENERAL

This contract is for guardrail and cable guiderail installation and repairs on Primary and Secondary Routes in Bladen and Columbus Counties. The project will include repair and/or replacement of steel beam guardrail, cable guiderail, and associated anchors, appurtenances, etc. The contractor is to furnish all labor, material, equipment, and traffic control.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2006, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

Only contractors currently certified as a SBE Contractor by the Contractual Services Unit of NCDOT and is listed in the Directory of Transportation Firms at bid opening will be eligible to bid on this project. Prospective bidders who qualify for the SBE Program and are not currently certified should submit a completed application packet prior to bid submittal to allow for review time. The application packet and additional information on the program may be obtained online at: <http://www.ncdot.org.business.ocs/sbe/>.

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project is the date of purchase order issue. No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

This contract will terminate one year from the date of availability. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications

Liquidated damages for this contract are Five Hundred Dollars (\$500.00) per calendar day, or One Thousand Dollars (\$1,000.00) per calendar day as detailed below:

1. In the event that the Contractor fails to respond within thirty (30) calendar days from the date of notification that routine "functional" repairs are needed, liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day may be charged against the Contractor for each calendar day beyond the allotted time, as stated above, which he fails to respond to the call for routine "functional" maintenance and repair work.
2. In the event that the Contractor fails to respond within seven (7) calendar days from the date of notification that emergency "non-functional" repairs are needed, liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per calendar day may be charged against the Contractor for each calendar day beyond the allotted time, as stated above, which he fails to respond to the call for emergency "non-functional" maintenance and repair work.

AVAILABILITY OF FUNDS – CONTRACT TERMINATION

(05-20-08)

Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal

year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *2012 Standard Specifications*.

FUNCTIONAL MAINTENANCE REPAIR

The Engineer will notify the Contractor when routine "functional" maintenance and repair of guardrail is required. When notified that routine "functional" maintenance and repair is needed, the Contractor shall respond and begin repairs on the designated section(s) within thirty (30) calendar days after notification. Compensation for responding to routine maintenance and repair of guardrail will be made at the contract bid price for "Routine Functional Maintenance and Repair Mobilization." Routine Functional Maintenance and Repair Mobilization will be paid for on a lump sum basis. A list of repairs will be provided to the contractor upon notification. The lump sum price agreed upon will be paid for each individual list provided by the engineer of functional maintenance repair mobilization.

NON-FUNCTIONAL MAINTENANCE REPAIR

When notified by the Engineer that non-functional repairs are required, the Contractor shall respond and begin repairs of the designated section(s) within seven (7) calendar days after notification. Compensation for responding to non-functional call back will be made at the contract bid price for "Non-functional Call Back Mobilization." Non-functional Call Back Mobilization will be paid for on a lump sum basis. A list of repairs will be provided to the contractor upon notification. The lump sum price agreed upon will be paid for each individual list provided by the engineer of a non-functional call back.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

PROSECUTION AND PROGRESS

The Contractor will be required to prosecute guardrail repairs at each work site, in a continuous and uninterrupted manner from the time he begins the work until completion and acceptance of repairs. The Contractor will not be

permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, **a sum of Two Hundred Fifty Dollars (\$250.00) will be charged to the Contractor for each and every calendar day that such suspension takes place.** The said amount is hereby agreed upon as liquidated damages for the extra engineering and maintenance costs due to increased public hazard resulting from a suspension of work. Liquidated damages chargeable due to suspension of the work will be in addition to any liquidated damages that may become chargeable due to failure to begin the work on time.

BIDS

In accordance with GS 136-28.1(b) and the provision of the Small Business Enterprise Program, if the total bid amount of the contract exceeds \$500,000, the bid will not be considered for award.

BANKRUPTCY

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy act.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 6, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

All steel products which are permanently incorporated into this project shall be domestically produced. The Contractor shall furnish a notarized certification that steel products conform to this requirement.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the Subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

DEBARMENT STATEMENT

The Contractor certifies and understands that by his/her signature on the Bid Form that he/she and the contracting firm he/she represents has not been banned, debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly, or in part, by written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure to correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof, or his right, title, or interest therein, without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article 108-6 of the Standard Specifications.

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgement and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the Contractor, its agents, employees, and subcontractors or any one for whom the Contractor may be responsible. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgement, and expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire, and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the equipment. The Contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the Contractor's employees under the Workmen's Compensation Act.

LIABILITY INSURANCE

(11-18-08)

SP1G80

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

PAYMENT

The Contractor may submit a request for payment on a monthly basis, or other interval as approved by the Engineer. The amount of payments will be based on the work accomplished and accepted as of the last day of the approved pay period.

The **INVOICE** shall show the quantities of items placed, unit bid price and the total cost. Upon verification, the Engineer will submit the invoice for payment.

Invoices shall be submitted to:

R. Allen Waddell, P. E.
NC DOT
1194 Prison Camp Road
Whiteville, NC 28472

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

CONFORMITY WITH THE CONTRACT

The presence of the engineer or an inspector at the work site shall in no way lessen the contractor's responsibility for conformity with the provisions of this contract. Should the engineer or inspector fail to point out work that does not conform with the plans and specifications, whether from lack of discovery or for any other reason, it shall in no way prevent later rejection or correction to the unsatisfactory work when discovered. The contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory work.

NON-EXCLUSIVE CONTRACT

The Contractor agrees and understands by signature on this contract that this agreement does not constitute an exclusive contract. The Department of Transportation reserves the right to employ as many Contractors as necessary to effectively and efficiently fulfill the need for fully operated rental equipment.

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. The contractor will exercise special care in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the Engineer and the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times. **The Department of Transportation will be responsible for arranging the relocation of any existing utilities that the Engineer deems are in conflict with the proposed scope of work.**

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

EQUIPMENT

The Contractor shall furnish all equipment in good operating condition, and shall be operated by properly trained and qualified personnel. The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the performance of this contract. Upon request, the contractor shall provide any and all state and federal certifications for equipment safety.

Payment for equipment and labor required to perform bid items is included in the bid item price provided by the contractor. Mobilization of labor and equipment shall be included in the bid item price provided by the contractor.

TRAFFIC CONTROL AND WORK ZONE SAFETY

On US, NC, and Interstate routes, lane closures are not allowed before 8:30 AM or after 4:30 PM Monday through Friday. Lane closures are not allowed the day before a state-recognized holiday before 8:30 AM or after 3:00 PM. Any exception shall be requested by the contractor in writing and approved by the Engineer or his authorized agent.

The contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity.

The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

All personnel will be required to wear a Class II ANSI approved safety vest while working within the NCDOT Right of Way.

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications.

FLAGGERS

(7-19-11)

SP11 R20

Revise the 2006 *Standard Specifications* as follows:

Page 11-3, Article 1101-12 Traffic Control Supervision, in addition to the stated requirements, add the following:

Provide the service of at least one qualified Work Zone Supervisor. The Work Zone Supervisor shall have the overall responsibility for the proper implementation of the traffic management plan, as well as ensuring all employees working inside the NCDOT Right of Way have received the proper training appropriate to the job decisions each individual is required to make.

The work zone supervisor is not required to be on site at all times but must make periodic project reviews and be available to address concerns of the Engineer. The name and contact information of the work zone supervisor shall be provided to the Engineer prior to or at the preconstruction conference.

Qualification of Work Zone Supervisors shall be done by an NCDOT approved training agency or other approved training provider. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

Page 11-13, Article 1150-3 Construction Methods, replace the article with the following:

Provide the service of properly equipped and qualified flaggers (see *Roadway Standard Drawing* 1150.01) at locations and times for such period as necessary for the control and protection of vehicular and pedestrian traffic. Anyone who controls traffic is required to be qualified. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and competently performing a flagging operation. Qualification of flaggers is to be done at an NCDOT approved training agency. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

Prior to beginning work on the project, a Qualification Statement that all flaggers used on the project have been properly trained through an NCDOT approved training resource shall be provided to the Engineer.

Flagging operations are not allowed for the convenience of the Contractor's operations. However, if safety issues exist (i.e. sight or stopping sight distance), the Engineer may approve the use of flagging operations. Use flagging methods that comply with the guidelines in the MUTCD.

DIVISION CONTRACT

Standard Special Provisions

ERRATA

(1-17-12)

Z-4

Revise the 2012 *Standard Specifications* as follows:

Division 2

Page 2-7, line 31, Article 215-2 Construction Methods, replace "Article 107-26" with "Article 107-25".

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete "pipe culverts,".

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: **Line 1**, replace "(4) Buffer Zone" with "(c) Buffer Zone"; **Line 12**, replace "(5) Evaluation for Potential Wetlands and Endangered Species" with "(d) Evaluation for Potential Wetlands and Endangered Species"; and **Line 33**, replace "(6) Approval" with "(4) Approval".

Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace "30" with "45".

Page 6-10, line 42, Subarticle 609-6(C)(2), replace "Subarticle 609-6(E)" with "Subarticle 609-6(D)".

Page 6-11, Table 609-1 Control Limits, replace "Max. Spec. Limit" for the Target Source of $P_{0.075}/P_{be}$ Ratio with "1.0".

Division 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace "50%" for the UV Stability (Retained Strength) of Type 5 geotextiles with "70%".

Division 12

Page 12-8, Table 1205-4 and 1205-5, replace "THERMOPLASTIC" in the title of these tables with "POLYUREA".

Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

END

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03)

Z-04a

Within quarantined area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a quarantined county

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

MINIMUM WAGES

(7-21-09)

Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

DIVISION CONTRACT

Project Special Provisions

SMALL BUSINESS ENTERPRISE PROGRAM

Bids are being solicited for this project under the provisions of NC DOT's Small Business Enterprise Program. Your firm does not have to be formally identified as a minority, woman, or disabled business to qualify for this Program, but you must have had an annual income of \$1,500,000 or less for the previous calendar year.

Under the provisions of this Program, a NC General Contractor's License is not required.

Under the provisions of this Program, contract payment and contract performance bonds are not required.

Under the provisions of this Program, your firm is required to be certified with the Contractual Services Unit prior to bidding on this contract. The Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer 72 hours in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

INTERPRETATION OF QUANTITIES IN BID FORM

The quantities appearing in the bid form are approximate only and are to be used for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract.

STEEL BEAM GUARDRAIL

A. General:

Steel beam guardrail shall be installed in accordance with Section 862 of the Standard Specifications and the Roadway Standard Drawings. Guardrail materials shall conform to Section 1046 of the Standard Specifications.

B. Dismantling and Removal:

The Contractor shall dismantle and remove existing guardrail and all components that have been damaged or scheduled for replacement, including concrete anchors, metal anchor sleeves, or anchor plates, at locations as directed by the Engineer. The Contractor shall exercise care not to damage adjoining structures or other appurtenances that are to remain in place. Any damage caused by the Contractor shall be repaired at no cost to the Department. All guardrail and components removed shall become the property of the Contractor.

There will be no direct payment for removing and disposing of existing guardrail. The Contractor shall include the cost of removing and disposing of existing guardrail and components in the contract unit price bid for the various guardrail items included in the contract.

C. Installation:

Rail elements shall be erected to produce a smooth, continuous rail paralleling the line and grade of the highway surface or as shown on the plans. Rail elements shall be lapped in the direction of traffic.

Galvanized guardrail elements that have been scarred, scratched or abraded shall be cleaned of all loose spelter coat and rust, and painted with two coats of zinc paint.

The contractor shall not begin work on any section of guardrail until preparations have been made to complete the installation of the section, including posts, rail and anchors, as a continuous operation. Once work has been initiated on a section, the work shall be prosecuted to its completion unless inclement weather or other conditions beyond the control of the Contractor interfere with the work. If the Contractor is unable to complete a section due to inclement weather or other conditions, the Contractor shall take measures acceptable to the Engineer to provide warning and safety to motorists.

Posts shall be replaced in kind as those removed to prevent intermixing of wooden and steel posts. However, steel posts, whether standard strength or weak (breakaway) posts, and composite blocks shall be used wherever possible.

Any existing, damaged end treatment, regardless of type shall be replaced with a Guardrail Anchor Unit – Type 350. The anchor unit shall be paid for as a completed unit at the contract unit price bid, including rail, terminal sections, posts, offset blocks, concrete, hardware or any other components necessary for a complete and functional element.

The Contractor shall furnish and install Bracket Type Guardrail delineators (crystal or yellow) and Yellow Reflective Sheeting for End Delineation as directed by the Engineer. This work shall be in accordance with the appropriate Roadway Standard Drawings. There will be no direct payment for furnishing and installing delineators and reflective sheeting as this work shall be considered incidental to the work covered by this section. The Contractor shall include the cost of furnishing and installing delineators and reflective sheeting in the unit price bid for the various guardrail items included in this contract.

All bid items listed on the bid sheet shall include any and all necessary incidental hardware to complete the guardrail repairs.

Any work performed in an unsatisfactory manner could be basis for cancellation of the contract. Any damage to adjacent shoulders, medians, paved areas or other facilities shall be repaired or replaced by the Contractor to the satisfaction of the Engineer, at the Contractor's expense.

D. Traffic Control:

When guardrail installation and/or repairs are to be performed in an area where the Engineer has determined that a full lane closure is required, the Contractor shall provide a full lane closure in accordance with latest edition of Manual on Uniform Traffic Control Devices. Compensation for providing a full lane closure will be made at the contract unit price bid for "Traffic Control (Full Lane Closure – Multi- Lane)" or "Traffic Control (Full Lane Closure - Two Lane)" and such payment will be full compensation for all work covered by this section, including but not limited to, furnishing, installing, maintaining, relocating and removing all signs, barricades, drums, cones, flashing arrow boards, truck mounted impact attenuators and all other traffic control devices required to safely perform the maintenance and/or repair work and protect the public.

CABLE GUIDERAIL

Description: The work covered by this provision consists of the construction and repair of cable guiderail, anchor units, posts, and component parts in accordance with the applicable requirements of Section 865 of the Standard Specifications, and as directed by the Engineer.

Materials: Posts, hardware, and miscellaneous components shall meet the applicable requirements of Section 1046 of the Standard Specifications, and the manufacturer's requirements.

The cable shall be manufactured in accordance with AASHTO M-30, Type I, Class A.

All concrete shall be Class A meeting the requirement of Section 1000 of the Standard Specifications.

Construction Methods: Construction shall be performed in accordance with the applicable requirements of Section 865 of the Standard Specifications, and in a manner approved by the Engineer. The Contractor shall dismantle and remove existing components that have been damaged or scheduled for replacement, at locations as directed by the Engineer. The Contractor shall exercise care not to damage adjoining structures or other appurtenances that are to remain in place. Any damage caused by the Contractor shall be repaired at no cost to the Department. All components removed shall become the property of the Contractor.

There will be no direct payment for removing and disposing of existing components. The Contractor shall include the cost of removing and disposing of existing components in the contract unit price bid for the various guiderail items included in the contract.

The item "Cable Guiderail Posts" shall include the removal of damaged posts and replacing with new posts, attaching existing cable and all hardware needed to complete this work. Posts replaced shall be of like kind as those removed.

Quantities shall be paid at the contract unit price bid for the following:

1. "Cable Guiderail Posts", per each,
2. "Re-tensioning Cable Guiderail", per each,
3. "Cable Guiderail Splices", per each, and
4. "Cable Guiderail Anchor Units", per each.

The above prices and payment shall be full compensation for all work covered by this provision including, but not limited to, furnishing and erecting posts, cable, anchor units, miscellaneous hardware, concrete, and all incidentals necessary to complete the work.

When practical, the Contractor shall reuse any functional part for repair as directed by the Engineer.

Retensioning of cable guiderail shall be performed in accordance with standard drawing 865.01. The Contractor shall receive written approval from the Engineer or his duly authorized representative prior to retensioning. The Engineer or his duly authorized representative shall be present to inspect the actual retensioning work. Failure of the Contractor to request and receive prior written approval for retensioning may result in non-payment of "Re-tensioning cable guiderail" for the location(s) in question and may require an on-site inspection and tension check by the contractor at no cost to the Department of Transportation.

GUARDRAIL ANCHOR UNITS – TYPE 350

The Contractor shall furnish and install guardrail anchor units in accordance with the applicable requirements of Section 862 of the Standard Specifications at locations designated by the Engineer. The Contractor, at his option, may furnish any one of the anchor units as manufactured by:

- TRINITY INDUSTRIES, INC.
2525 N. STEMMONS FREEWAY
DALLAS, TEXAS 75207
- CENTRAL FABRICATORS
P.O. BOX 849
KOSCIUSKO, MISSISSIPPI 39090

Installation shall be performed in accordance with the details and assembling instructions furnished by the manufacturer. Guardrail End Delineation is required on all approach and trailing end sections. Delineation shall consist of yellow reflective sheeting applied to the entire buffer end section of the guardrail in accordance with Section 1088.3 of the Standard Specifications and shall be incidental to the cost of the anchor unit.

Quantities shall be paid for at the contract unit price bid for "Guardrail Anchor Units – Type 350", per each.

The Contractor shall replace damaged guardrail end units and anchor units with the current NCDOT standard application.

When practical, the Contractor shall reuse any functional part for repair as directed by the Engineer. Payment shall be made as "Re-hang End Unit" listed as a contingent bid item. Additional bolts, washers, and nuts necessary to perform the "re-hang End Unit" will be paid for as "Guardrail Mounting Bolt, Washer, Nut."

AWARD OF CONTRACT

The basis for award of this contract will be determined by multiplying the unit prices bid by the quantities given, and comparing the total amount bid for the following items:

| BID ITEM NO. | ITEM # | SECT | DESCRIPTION |
|--------------|--------------|------|--|
| 10 | 0001020000-N | 800 | Routine Functional Maintenance and Repair Mobilization |
| 20 | 0001020000-N | 800 | Non-functional Call Back Mobilization |
| 30 | 3030000000-E | 862 | Steel Beam Guardrail (With Steel Posts) |
| 40 | 3030000000-E | 862 | Steel Beam Guardrail (With Wooden Posts) |
| 50 | 3030000000-E | 862 | Steel Beam Guardrail (Rail Only) |
| 60 | 3045000000-E | 862 | Steel Beam Guardrail, Shop Curved (Various Radii) |
| 70 | 3270000000-N | SP | Guardrail Anchor Units, Type 350 |
| 80 | 3389500000-N | 865 | Cable Guiderail Posts |
| 90 | 3389600000-N | 865 | Cable Guiderail Anchor Unit |
| 100 | 3435000000-N | 865 | Cable Guiderail Splices |
| 110 | 3435000000-N | SP | Re-tensioning Cable Guiderail |
| 120 | 3435000000-N | 865 | "J" Hooks for Cable Guiderail |
| 130 | 3436000000-N | 862 | Additional Guardrail Steel Posts & Composite Blocks |
| 140 | 3436000000-N | 862 | Additional Steel Blocks |
| 150 | 3436000000-N | 862 | Additional Wooden Blocks |
| 160 | 3436000000-N | 862 | Additional Composite Blocks |
| 170 | 4600000000-N | SP | Traffic Control (Full Lane Closure – Multi-Lane) |
| 180 | 4600000000-N | SP | Traffic Control (Full Lane Closure – Two Lane) |

All other items are listed for contingent bids. The Contractor may be required to furnish and install these items if it is determined by the Engineer to be necessary. **Bids are required on all contingent items even though they do not figure into the award of the contract. Any proposals which do not have a bid for contingent items will be considered non-responsive, and will not be considered for award.**

The quantities listed are for bidding purposes only. The actual quantities used shall be determined by the Engineer.

**SUBSTITUTE FORM W-9
VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

BUSINESS DESIGNATION: ☐ INDIVIDUAL (use Social Security No.) ☐ SOLE PROPRIETOR (use SS No. or Fed ID No.)
☐ CORPORATION (use Federal ID No.) ☐ PARTNERSHIP (use Federal ID No.)
☐ ESTATE/TRUST (use Federal ID no.) ☐ STATE OR LOCAL GOVT. (use Federal ID No.)
☐ OTHER / SPECIFY _____

SOCIAL SECURITY NO. _____ - _____ - _____ (Social Security #)

OR

FED.EMPLOYER IDENTIFICATION NO. _____ - _____ - _____ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX: _____

CITY, STATE, ZIP: _____

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? (☐ Prefer Not To Answer, ☐ African American, ☐ Native American, ☐ Caucasian American, ☐ Asian American,
☐ Hispanic American, ☐ Asian-Indian American, ☐ Other: _____)

What is your firm's gender? (☐ Prefer Not to Answer, ☐ Male, ☐ Female) Disabled-Owned Business? (☐ Prefer Not to Answer, ☐ Yes, ☐ No)

IRS Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> .

NAME (Print or Type)

TITLE (Print or Type)

SIGNATURE

DATE

PHONE NUMBER

To avoid payment delays, completed forms should be returned promptly to:

NC Department of Transportation
Fiscal /Commercial Accounts
1514 Mail Service Center
Raleigh, North Carolina 27699-1514

PHONE (919) 733-3624 FAX (919) 715-3700

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
CORPORATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as Prequalified

Attest _____

Secretary/Assistant Secretary

Select appropriate title

By _____

President/Vice President/Assistant Vice
President

Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Partnership

Address as Prequalified

Signature of Witness

By

Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
LIMITED LIABILITY COMPANY**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of
Manager

Signature of Witness

Individually

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID, NON-COLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION
JOINT VENTURE (2) or (3)**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of *Status* under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF CONTRACTOR (Principal)

Instructions to Prequalified Bidders: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. . On Line (3), print or type the name of the other joint venturers and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

| | | | |
|-----|---|-----|-----------------------------|
| (1) | | | |
| | Name of Joint Venture | | |
| (2) | | | |
| | Name of Contractor | | |
| | | | |
| | Address as prequalified | | |
| | | By | |
| | Signature of Witness or Attest | | Signature of Contractor |
| | | | |
| | Print or type Signer's name | | Print or type Signer's name |
| | If Corporation, affix Corporate Seal | and | |
| (3) | | | |
| | Name of Contractor | | |
| | | | |
| | Address as prequalified | | |
| | | By | |
| | Signature of Witness or Attest | | Signature of Contractor |
| | | | |
| | Print or type Signer's name | | Print or type Signer's name |
| | If Corporation, affix Corporate Seal | and | |
| (4) | | | |
| | Name of Contractor (for 3 Joint Venture only) | | |
| | | | |
| | Address as prequalified | | |
| | | By | |
| | Signature of Witness or Attest | | Signature of Contractor |
| | | | |
| | Print or type Signer's name | | Print or type Signer's name |
| | If Corporation, affix Corporate Seal | | |

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this _____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this _____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this _____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____
_____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

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Check here if an explanation is attached to this certification.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

CONTRACT BID FORM – ROUTINE ITEMS

WBS Number: Various
 County: Bladen & Columbus
 Description: Guardrail Maintenance

| ITEM | ITEM # | SECT | DESCRIPTION | QTY | UNIT | UNIT PRICE | AMOUNT BID |
|------|--------------|------|--|-------|------|------------|------------|
| 10 | 0001020000-N | 800 | Routine Functional Maintenance and Repair Mobilization | 8 | EA | | |
| 20 | 0001020000-N | 800 | Non-functional Call Back Mobilization | 2 | EA | | |
| 30 | 3030000000-E | 862 | Steel Beam Guardrail (With Steel Posts) | 800 | LF | | |
| 40 | 3030000000-E | 862 | Steel Beam Guardrail (With Wooden Posts) | 100 | LF | | |
| 50 | 3030000000-E | 862 | Steel Beam Guardrail (Rail Only) | 1,000 | LF | | |
| 60 | 3045000000-E | 862 | Steel Beam Guardrail, Shop Curved (Various Radii) | 100 | LF | | |
| 70 | 3270000000-N | SP | Guardrail Anchor Units, Type 350 | 15 | EA | | |
| 80 | 3389500000-N | 865 | Cable Guiderail Posts | 50 | EA | | |
| 90 | 3389600000-N | 865 | Cable Guiderail Anchor Unit | 2 | EA | | |
| 100 | 3435000000-N | 865 | Cable Guiderail Splices | 5 | EA | | |
| 110 | 3435000000-N | SP | Re-tensioning Cable Guiderail | 50 | EA | | |
| 120 | 3435000000-N | 865 | "J" Hooks for Cable Guiderail | 50 | EA | | |
| 130 | 3436000000-N | 862 | Additional Guardrail Steel Posts & Composite Blocks | 50 | EA | | |
| 140 | 3436000000-N | 862 | Additional Steel Blocks | 5 | EA | | |
| 150 | 3436000000-N | 862 | Additional Wooden Blocks | 5 | EA | | |
| 160 | 3436000000-N | 862 | Additional Composite Blocks | 30 | EA | | |
| 170 | 4600000000-N | SP | Traffic Control (Full Lane Closure – Multi-Lane) | 5 | EA | | |
| 180 | 4600000000-N | SP | Traffic Control (Full Lane Closure – Two Lane) | 30 | EA | | |

- The Contractor shall note that only the quantities listed above will be used to determine the lowest responsible bidder.

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|--|
| <i>TOTAL BID FOR PROJECT:</i> _____ |
|--|

CONTRACT BID FORM – CONTINGENT ITEMS

- NOTE: Bids are required on all contingent items. Any proposals which do not have a bid for contingent items will be considered non-responsive and will not be considered for award of the contract.

| ITEM | ITEM # | SECT | DESCRIPTION | QTY | UNIT | UNIT PRICE | AMOUNT BID |
|------|--------------|------|--|-----|------|------------|------------|
| 190 | 3000000000-N | SP | Impact Attenuator Unit | 1 | EA | | |
| 200 | 3075000000-N | 862 | Triple Corrugated Steel Beam Guardrail | 1 | LF | | |
| 210 | 3090000000-N | 862 | Triple Corrugated Guardrail Terminal Section | 1 | EA | | |
| 220 | 3135000000-N | 862 | W-TR Steel Beam Guardrail Transition Section | 1 | EA | | |
| 230 | 3150000000-N | SP | Additional Guardrail Weak Posts | 1 | EA | | |
| 240 | 3180000000-N | 862 | Guardrail Anchor Unit, Type X (Approach End) | 1 | EA | | |
| 250 | 3180000000-N | 862 | Guardrail Anchor Unit, Type XI (Approach End) | 1 | EA | | |
| 260 | 3180000000-N | 862 | Guardrail Anchor Unit, Type XIII (Trailing End) | 1 | EA | | |
| 270 | 3180000000-N | 862 | Guardrail Anchor Unit, Type III | 1 | EA | | |
| 280 | 3347000000-E | 864 | Remove and Reset Existing Guardrail and Guiderail | 1 | LF | | |
| 290 | 3384000000-N | 862 | Terminal End Section | 1 | EA | | |
| 300 | 3389200000-N | 865 | New Cable Guiderail | 1 | LF | | |
| 310 | 3436000000-N | 862 | Guardrail Mounting Bolt, Washer, Nut | 1 | EA | | |
| 320 | 3436000000-N | SP | Re-hang End Unit | 1 | EA | | |
| 330 | 3436000000-N | 862 | Additional Guardrail Posts & Blocks (wooden) | 1 | EA | | |
| 340 | 3436000000-N | 862 | GR w/ Prepunched Holes for Cable Assembly (Rail Only) | 1 | LF | | |
| 350 | 3436000000-N | 862 | Guardrail Structure Post, w/ Base Plate (for Bolting to Box Culvert) | 1 | EA | | |
| 360 | 3436000000-N | 862 | Guardrail Structure Post, w/ Concrete Support Base | 1 | EA | | |
| 370 | 3436000000-N | 862 | Typical End Shoe (Std. 862.02) | 1 | EA | | |
| 380 | 3436000000-N | 862 | Buffered End Section | 1 | EA | | |

CONTRACTOR_____

STREET ADDRESS_____

CITY, STATE, ZIP_____

Federal Identification Number_____ Contractors License Number_____

Authorized
Agent_____ Title_____

Signature_____ Date_____

Witness_____ Title_____

Signature_____ Date_____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the current edition of the Standard Specifications for Roads and Structures.

Reviewed by _____ **(date)** _____

Accepted by _____ **(date)** _____
Division Engineer